

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA (READING)**

IN RE:

**ELFRIDO MATEO
AKA ELFRIDO MANUEL MATEO
LIZETTE MATEO
AKA LIZETTE LATORRE**

Debtors

WELLS FARGO BANK, N.A.

Movant

v.

**ELFRIDO MATEO
AKA ELFRIDO MANUEL MATEO
LIZETTE MATEO
AKA LIZETTE LATORRE**

and

LYNN E. FELDMAN, ESQUIRE (TRUSTEE)

Respondents

BK. No. 18-18455-ref

Chapter No. 7

11 U.S.C. §362

**MOTION OF WELLS FARGO BANK, N.A. FOR RELIEF FROM AUTOMATIC STAY
UNDER §362 PURSUANT TO BANKRUPTCY PROCEDURE RULE 4001**

Movant, by its attorneys, PHELAN HALLINAN DIAMOND & JONES, LLP, hereby requests a termination of Automatic Stay and leave to foreclose on its mortgage on real property owned by ELFRIDO MATEO AND LIZETTE MATEO.

1. Movant is **WELLS FARGO BANK, N.A.**
2. ELFRIDO MATEO AND LIZETTE MATEO are the owners of the premises located at **616 N 16TH STREET, ALLENTOWN, PA 18102 NKA 616 N 16TH STREET, ALLENTOWN, PA 18102-2018**, hereinafter known as the mortgaged premises.
3. Movant is the holder of a mortgage on the mortgaged premises.
4. Movant wishes to institute foreclosure proceedings on the mortgage because of Debtors' failure to make the monthly payment required hereunder.
5. The foreclosure proceedings to be instituted were stayed by the filing of the instant Chapter 7 Petition.
6. As of January 21, 2019, the principal balance owed on the loan is \$95,868.54.
7. Interest in the amount of \$5,444.63 has accrued since the application of the last payment received from the Debtors.

8. In addition, the following charges, fees and costs have been added to the balance of the loan and are due and owing to Movant: Accrued Late Charges in the amount of \$108.24, Escrow Advance in the amount of \$1,499.66, and Non-sufficient funds (NSF) fees in the amount of \$60.00, less Suspense in the amount of \$125.00.

9. As of January 21, 2019, the payoff due on the mortgage is \$102,856.07.

10. Debtors have failed to tender payments for the months of April 2018 through January 2019. The monthly payments for April 2018 through December 2018 are \$1,013.09 each, the monthly payment for January 2019 is \$1,122.16, with accrued late charges in the amount of \$108.24, plus NSF fees in the amount of \$60.00, less suspense in the amount of \$125.00. The next payment is due on or before February 1, 2019 in the amount of \$1,122.16.

11. As of January 21, 2019, the contractual arrearage is \$10,283.21.

12. Movant, **WELLS FARGO BANK, N.A.**, requests the Court award reimbursement in the amount of \$931.00 for the legal fees and costs associated with this Motion.

13. Movant has cause to have the Automatic Stay terminated as to permit Movant to complete foreclosure on its mortgage.

14. Respondent, LYNN E. FELDMAN, Esquire, is the Trustee appointed by the Honorable Court.

WHEREFORE, Movant respectfully requests that this Court enter an Order;

a. Modifying the Automatic Stay under Section 362 with respect to **616 N 16TH STREET, ALLENTOWN, PA 18102 NKA 616 N 16TH STREET, ALLENTOWN, PA 18102-2018** (as more fully set forth in the legal description attached to the Mortgage of record granted against the Premises), as to allow Movant, its successors and assignees, to proceed with its rights under the

- b. Granting any other relief that this Court deems equitable and just.

/s/ Jerome Blank, Esquire
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